

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

BRANDON LESTER,

Plaintiff,

v.

SMC TRANSPORT, LLC,

ISRAEL MARTINEZ, JR.,

AND

SALINAS EXPRESS, LLC,

Defendants,

Civil Action No.7:15-CV-00665-GEC

AFFIDAVIT OF ROY SALINAS

1. My name is Roy Salinas and I currently live at 2304 Brazos Street, Zapata, Texas 78076.
2. I am an independent contractor/owner operator of a 1988 Peterbilt tractor leased to Salinas Express, LLC since approximately September 2015.
3. At the time of the accident that is the subject matter of this litigation, I was in the process of purchasing the 1988 Peterbilt tractor, VIN 1XP5DB9X7JD255565 from my father and/or brother.
4. As a result of my having made payments for the tractor in question for approximately one year, I considered this tractor to be my personal vehicle even though it was still titled in the name of Rudy Salinas.
5. Upon my agreement to purchase this vehicle, it became solely my responsibility to pay for its care, custody, and all maintenance costs.


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6. On October 21, 2016, I informed Rudy Salinas, as my dispatcher, that my tractor had broken down in Botetourt County, Virginia, while in the process of taking a load from Maryland to Laredo, Texas.
7. On my return trip or upon my return to Texas, I contacted Israel Martinez and asked him if he would go to Virginia with me to help me recover my disabled tractor as a personal favor.
8. On my return trip or upon my return to Texas, I also contacted Art Gutierrez, a mechanic located in Houston, Texas, if he would accompany me to Virginia, to recover my disabled tractor as a personal favor.
9. On my return trip or upon my return to Texas, I also contacted Sergio Cuellar, an owner of SMC Transport, LLC, and I ultimately ended up borrowing an SMC Transport, LLC tractor, with a towing hitch attached, so I could return to Virginia to pick up my disabled 1988 Peterbilt tractor.
10. The sole purpose of my trip back to Virginia was to recover my disabled tractor and have it towed back to Zapata, Texas, so repairs could be made.
11. To the best of my information, knowledge, and belief, Salinas Express, LLC and/or Rudy Salinas, were not aware that I had borrowed a tractor and towing hitch from Sergio Cuellar and/or SMC Transport, LLC.
12. To the best of my information, knowledge, and belief, Salinas Express, LLC and/or Rudy Salinas were not aware that I asked Israel Martinez to accompany me back to Virginia to help me in the recovery of my disabled tractor.
13. To the best of my information, knowledge, and belief, Salinas Express, LLC and/or Rudy Salinas were not aware that I asked Art Gutierrez to accompany me back to Virginia to help me in the recovery of my disabled tractor.

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14. To the best of my information, knowledge, and belief, Salinas Express, LLC and/or Rudy Salinas were not aware that I requested Eduardo Lozano to travel with me, Israel Martinez, and ultimately Art Gutierrez back to Virginia.
15. To the best of my information, knowledge, and belief, Salinas Express, LLC and/or Rudy Salinas were not aware that Eduardo Lozano had attached his Salinas Express, LLC tractor to the towing hitch on the back of the SMC Transport, LLC tractor to be towed back to Virginia.
16. Upon arrival at the rest area in Botetourt County, Virginia, the first thing I did was disconnect Eduardo Lozano's tractor from its towed position on the SMC Transport, LLC's towing hitch.
17. After Eduardo Lozano's unhitched the trailer attached to my disabled tractor and attached that trailer to his tractor, Mr. Lozano pulled his tractor and trailer into the rest area and, ultimately, pulled into a vacant truck parking space.
18. Eduardo Lozano, had no involvement in the recovery of my disabled tractor at the rest area in Botetourt County, Virginia.

And further the Affiant sayeth not:


Roy Salinas

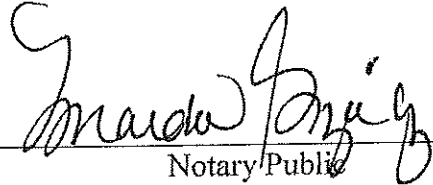
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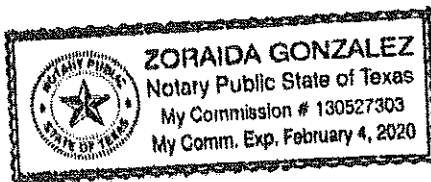
CITY/COUNTY/TOWN OF ZAPATA)

To-wit:

This 6th day of July, 2016, appeared before me, Roy Salinas, and after having been duly sworn, affirms that the statements contained herein are true and accurate according to the best of his knowledge, information, and belief.


Notary Public

My commission expires Feb. 04, 2020.



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